

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: JUSO & FATIMA JASAREVIC

Debtor

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)
) Case No. 12-47515-399
)
) Chapter 13
)
)
) Confirmation: 1/11/17 AT 9:00 am 5 North

THIRD AMENDED CHAPTER 13 PLAN

PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amount:

Total paid in as of 12/20/16 (110,735.39); beginning January 2017 \$1,115 per month for 8 months and \$. In addition, debtor shall pay the Trustee and the plan base shall be increased by the following: (1) Debtor shall send any tax refund check received during the plan to the Trustee. However, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain from such refunds the lesser of the sum of two monthly plan payments or \$600 from such tax refunds, each year, for necessities. (2) Fifty percent of any distribution paid or payable to the debtor from debtor's pension plan or as an employee bonus. (3) Additional lump sum(s) consisting of _____, if any, to be paid to the Trustee.

A minimum of \$0 will be paid to non-priority unsecured creditors.

DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below:

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law.

2. **Executory Contracts/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3 (A or B) estimated as follows:
CREDITOR NAME TOTAL AMOUNT DUE CURE PERIOD

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract.

CREDITOR NAME MONTHLY PAYMENT

BY
DEBTOR/TRUSTEE

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract.

CREDITOR NAME MONTHLY PAYMENT MONTHS REMAINING

(C) **Continuing Debt Payments including post-petition mortgage payments on real estate other than Debtor's residence.** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5 (A) below.

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR Name	Monthly Payment	By Debtor/Trustee
First Lien: WELLS FARGO	\$1,098	TRUSTEE
Second lien:		
Third lien:		

(E) **DSO Claims in equal installments.** Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney's Fees.** Pay Debtor's Attorney \$1,481.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below.

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay arrearage on debt secured by liens on residence in equal monthly payments over the period with interest at 4.61% pursuant to 11 U.S.C. Sec. 1322(e), estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
WELLS FARGO	\$17,000	48M

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 4.61% interest.

	<u>BAL DUE</u>	<u>REPAY PERIOD</u>	<u>TOTAL W. INT</u>	<u>CREDITOR</u>
MSD	\$150	60M	\$166	

(C) **Secured claims subject to modification.** Pay all other secured claims fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 4.61 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

<u>CREDITOR</u>	<u>BALANCE DUE</u>	<u>FMV</u>	<u>REPAY PERIOD</u>	<u>TOTAL</u>	<u>w/INTEREST</u>
HONDA FINANCIAL	\$5,000	\$8,000	60M		\$5,551
NATIONAL CAP MGMT	7,900	7,000	60M		7,655

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claim(s) to be paid by Trustee or by co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTREST RATE
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6. Pay \$2,000.00 of debtor's attorney's fees and any additional fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to Sec. 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

8. **Priority Claims.** Pay priority claims allowed under 11 U.S.C. section 507 in full estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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9. Pay sub-paragraphs concurrently:

(A) **General unsecured Claims.** Pay general non-priority unsecured creditors. Estimated total owed: \$9,797. Estimated amount available: \$0. Estimated repayment in Chapter 7:0%. Amount required to be paid to unsecured creditors pursuant to section 1325(b) calculation: \$0.

(B) **Surrender of Collateral.** Debtor proposes to surrender collateral to the following creditor(s), with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects executory contract to the following creditor(s), any balance to be paid as unsecured debt:

CREDITOR	CONTRACT/LEASE
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10. OTHER

11. All other secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed, before filing of the claim by Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE

COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326 (a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.

/s/Martin K. Lundkvist
Attorney

/s/Juso Jasarevic
Debtor

December 20, 2016
Date

/s/Fatima Jasarevic
Debtor

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date written below, the undersigned served the Chapter 13 Plan upon John V. LaBarge, Chapter 13 Trustee, and all other parties listed on the attached matrix of creditors through the Court's ECF System or by depositing a true copy of the same enclosed in a post-paid properly addressed wrapper, in a post office or official depository under the exclusive care and custody of the United States Postal Service within the City of St. Louis, Missouri.

Date: December 20, 2016

/s/Martin K. Lundkvist
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